



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 13, 2013

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

35 August 13, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AMENDMENTS TO CONTRACT NOS. 76607 AND 76608
FOR ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES
IN THE UNINCORPORATED COUNTY AREAS OF
HACIENDA HEIGHTS AND ROWLAND HEIGHTS
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to amend two contracts for graffiti removal services in the zero-tolerance zones within the unincorporated County areas of Hacienda Heights and Rowland Heights to extend these two contracts on a month-to-month basis for up to six months until replacement contracts are awarded.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contracted graffiti removal work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services continue to be more economically performed by independent contractors than by County of Los Angeles employees.
3. Approve amending Contract Nos. 76607 and 76608 with Urban Graffiti Enterprises, Inc., for graffiti removal services to enable these contracts to continue on a month-to-month basis for up to six months starting August 30, 2013, at a monthly amount of \$7,050 and at an aggregate amount up to \$42,300 for Zone 4A – Hacienda Heights; at a monthly amount of \$7,300 and at an aggregate amount up to \$43,800 for Zone 4B – Rowland Heights, respectively, while the Department of Public Works completes the solicitation process for replacement contracts.

4. Authorize the Director of Public Works or her designee to increase the contracts amount up to an additional 10 percent of the contracts sum for unforeseen, additional work within the scope of the contracts, if required.

5. Authorize the Director of Public Works or her designee to execute these amendments upon proper execution by the contractor and approval as to form by County Counsel; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to continue these two contracts on a month-to-month basis starting August 30, 2013, for up to six months. These contracts' extensions are required to provide continuous service while the Department of Public Works responds to a protest and completes the solicitation process for replacement contracts. The extensions will ensure continuation of graffiti removal services in the zero-tolerance zones within the unincorporated County areas of Hacienda Heights and Rowland Heights.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

The requested not-to-exceed aggregate total amount of \$42,300 for Zone 4A and the not-to-exceed aggregate total amount of \$43,800 for Zone 4B for the six-month period is based on a monthly cost of \$7,050 for Zone 4A and \$7,300 for Zone 4B, respectively, plus an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

Funds for these services are included in the Fiscal Year 2013-14 Public Works General Fund, Road Fund, and Special Road Districts Fund Budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 10, 2008, Agenda Item 36, the Board approved Contract Nos. 76607 and 76608 with Urban Graffiti Enterprises, Inc., located in Azusa, California, for Zero-Tolerance Zone 4A – Hacienda Heights authorizing annual contract expenditures of \$78,000 with a potential maximum sum of \$390,000; Zero-Tolerance Zone 4B - Rowland Heights authorizing annual contract expenditures of \$78,000 with a potential maximum sum of \$390,000. These contracts were for an initial one-year period with four 1-year renewal options for a maximum contract term of five years. These contracts are currently in their final option year. All terms, conditions, requirements, prices, and specifications of these contracts will remain unchanged.

Amendments 1 to both contracts were enacted to include additional services of photography of all graffiti vandalism by the contractor for submission to Graffiti Tracker, Inc., for analysis.

On January 19, 2011, Public Works enacted Amendment 2 to Contract No. 76608 to include graffiti removal services to the unincorporated County areas adjacent to the City of Industry, La Habra Heights, and Pomona.

These six-month extension amendments, which are substantially reflected in the enclosed form (Enclosures A and B), will continue the contracts' current terms, specifications, and conditions. The Director of Public Works or her designee will execute the amendments in accordance with the Board's authorization and only upon proper execution by the contractor and approval as to form by County Counsel.

The contractor has agreed to pay their full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to these contracts, as County employees can perform these contracted services. These contracts comply with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will continue to pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by the Board and will comply with the County's Living Wage reporting requirements.

ENVIRONMENTAL DOCUMENTATION

These services continue to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines. These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these amendments will continue the current contracts services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

8/13/2013

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

AMENDMENT 2 TO CONTRACT NO. 76607

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 4A
HACIENDA HEIGHTS

THIS AMENDMENT, made and entered into this ____ day of _____, 2013, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and URBAN GRAFFITI ENTERPRISES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 76607 was entered into between the COUNTY and the CONTRACTOR, on June 10, 2008, to provide graffiti abatement services in Zero-Tolerance Graffiti Abatement Services – Zone 4A, Hacienda Heights; for a period of one year with four 1-year renewal options; and

WHEREAS, on December 8, 2010, Public Works enacted Amendment 1 to this Contract to include additional services of photography of all graffiti vandalism (tags) in the Zone 4A areas of Hacienda Heights by the CONTRACTOR for submission to Graffiti Tracker Inc., for analysis. The Contract's not-to-exceed annual amount was increased from \$78,000 to \$84,600; and

WHEREAS, the COUNTY has exercised all renewal options and the 60-day extension, with the term of the Contract, as extended, set to expire on August 29, 2013; and

WHEREAS, the parties desire to further extend the contract on a month-to-month basis for up to six months, at an aggregate total amount of \$42,300, while completing the solicitation process for a new contract for this service; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT; and

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 76607 between them shall be amended as follows:

FIRST: CONTRACTOR shall provide continuous performance of this Contract commencing on August 30, 2013, on a month-to-month basis up to the maximum period of six months, unless the COUNTY provides written notice of nonrenewal at least ten days before the last day of any month, in which case this Contract shall expire as of midnight on the last day of that month. The rates specified in Form PW-2.4 (Schedule of Prices) apply to this Contract extension shall remain as those in Amendment 1 to the Contract.

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[illegible][illegible][illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

URBAN GRAFFITI ENTERPRISES, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

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AMENDMENT 3 TO CONTRACT NO. 76608

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 4B
ROWLAND HEIGHTS

THIS AMENDMENT, made and entered into this ____ day of _____, 2013, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and URBAN GRAFFITI ENTERPRISES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 76608 was entered into between the COUNTY and the CONTRACTOR, on June 10, 2008, to provide graffiti abatement services in Zero-Tolerance Graffiti Abatement Services – Zone 4B, Rowland Heights; for a period of one year with four 1-year renewal options; and

WHEREAS, on August 1, 2008, Public Works enacted Amendment 1 to this Contract to include additional services of photography of all graffiti vandalism (tags) in the Zone 4B areas of Rowland Heights by the CONTRACTOR for submission to Graffiti Tracker Inc., for analysis. The Contract's not-to-exceed annual amount was increased from \$78,000 to \$83,400; and

WHEREAS, on January 19, 2011, Public Works enacted Amendment 2 to this Contract, to include graffiti abatement services to the COUNTY unincorporated areas adjacent to the City of Industry, La Habra Heights, and Pomona; increasing the contract's not-to-exceed annual amount from \$83,400 to \$87,600; and

WHEREAS, the COUNTY has exercised all renewal options and the 60-day extension, with the term of the Contract, as extended, set to expire on August 29, 2013; and

WHEREAS, the parties desire to further extend the contract on a month-to-month basis for up to six months, at an aggregate total amount of \$43,800, while completing the solicitation process for a new contract for this service; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT; and

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FIRST: CONTRACTOR shall provide continuous performance of this Contract commencing on August 30, 2013, on a month-to-month basis up to the maximum period of six months, unless the COUNTY provides written notice of nonrenewal at least ten days before the last day of any month, in which case this Contract shall expire as of midnight on the last day of that month. The rates specified in Form PW-2.5 (Schedule of Prices) apply to this Contract extension shall remain as those in Amendment 2 to the Contract.

THIRD: This Amendment shall commence on August 30, 2013.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

URBAN GRAFFITI ENTERPRISES, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name